

## DECLARATION AND POWER OF ATTORNEY

We, the below named inventors, hereby declare that:

Our residences, post office addresses, and citizenships are as stated below next to our respective names.

We believe we are the original, first, and joint inventors of the subject matter which is claimed and for which a patent is sought on the invention entitled **POLYMER REINFORCED ANATOMICALLY ACCURATE BIOACTIVE PROTHESES**, the specification of which was filed with the United States Patent and Trademark Office on May 18, 2000, as Serial No. 09/574,146. This application claims priority under 35 U.S.C §119 (e) from United States provisional Patent Application Serial No. 60/182,825 filed February 16, 2000 and United States provisional Patent Application Serial No. 60/135,009 filed May 20, 1999.

We hereby state that we have reviewed and understand the contents of the above identified specification, including the claims.

We acknowledge the duty to disclose information which is material to patentability in accordance with Title 37, Code of Federal Regulations, Section 1.56.

We hereby declare that all statements are made hereby of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

And we hereby appoint:

Richard L. Stevens	- Reg. No. 24,445
Maurice E. Gauthier	- Reg. No. 20,798
I. Stephen Samuels	- Reg. No. 20,919
Matthew E. Connors	- Reg. No. 33,298
William E. Hilton	- Reg. No. 35,192
Patrick J. O'Shea	- Reg. No. 35,305
Arlene J. Powers	- Reg. No. 35,985
Steven M. Mills	- Reg. No. 36,610
Anthony P. Onello, Jr.	- Reg. No. 38,572
Richard L. Stevens, Jr.	- Reg. No. 44,357

all of the firm of Samuels, Gauthier & Stevens, our attorneys with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith.

We request that all correspondence be directed to:

Samuels, Gauthier & Stevens, LLP  
225 Franklin Street, Suite 3300  
Boston, Massachusetts 02110

Attn: Richard L. Stevens

Russell A. Giordano  
(Inventor's Name)

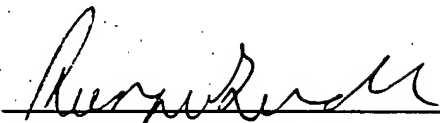
7/31/2000  
(Date)

US  
(Citizenship)

Benjamin M. Wu  
(Inventor's Name)

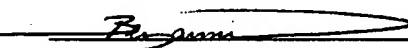
7/31/2000  
(Date)

US  
(Citizenship)

  
(Inventor's Signature)

172 Robert Road  
Marlborough, Massachusetts 01752  
(Residence)

Same as Residence  
(Post Office Address)

  
(Inventor's Signature)

5 Fernwood Road  
West Roxbury, Massachusetts 02132  
(Residence)

Same as Residence  
(Post Office Address)

## PATENTS ONLY

HONORABLE COMMISSIONER OF  
PATENTS AND TRADEMARKS  
WASHINGTON, D.C. 20231

SIR:

PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENT(S) OR COPY(IES) THEREOF.

## 1. NAME OF CONVEYING PARTY(IES)

Russell A. Giordano Benjamin M. Wu  
172 Robert Road 5 Fernwood Road  
Marlborough, Massachusetts 01752 West Roxbury, Massachusetts 02132

Additional name(s) of conveying party(ies) attached? No

## 2. NAME(S) AND ADDRESS(ES) OF RECEIVING PARTY(IES)

Trustees of Boston University  
147 Bay State Road  
Boston, Massachusetts 02215

Additional name(s) of receiving party(ies) attached? No

## 3. NATURE OF CONVEYANCE

☒ Assignment  
☐ Security Agreement  
☐ Merger  
☐ Change of Name  
☐ Other

Execution Date:

July 31, 2000

## 4. APPLICATION NUMBER(S) OR PATENT NUMBER(S)

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No(s): 09/574,146 filed 05/18/00

B. Patent No(s): \_\_\_\_\_

C. Issue Batch No.: \_\_\_\_\_

D. Issue Date: \_\_\_\_\_

Additional numbers attached? No.

5. NAME AND ADDRESS OF PARTY TO WHOM  
CORRESPONDENCE CONCERNING DOCUMENT  
SHOULD BE DIRECTED:

Richard L. Stevens  
Samuels, Gauthier & Stevens LLP  
225 Franklin Street, Suite 3300  
Boston, Massachusetts 02110  
(617) 426-9180, Extension 122

6. TOTAL NUMBER OF APPLICATIONS  
AND PATENTS INVOLVED: 1

## 7. TOTAL FEE DUE: \$40.00 (Enclosed)

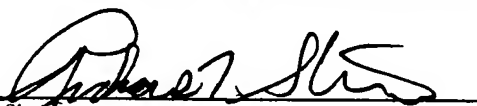
If any additional fee(s) are due, the Commissioner is hereby authorized to charge the Deposit Order Account noted in item 8.

## 8. DEPOSIT ACCOUNT NUMBER: 19-0079

## 9. STATEMENT AND SIGNATURE

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard L. Stevens  
Name of Person Signing

  
Signature

September 19, 2000  
Date

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

Date: September 19, 2000

Julie A. Catalano

## ASSIGNMENT

Know all men by these presents that:

WHEREAS we,        Russell A. Giordano  
                         172 Robert Road  
                         Marlborough, Massachusetts 01752

and

Benjamin M. Wu  
5 Fernwood Road  
West Roxbury, Massachusetts 02132

have made an invention for

### **POLYMER REINFORCED ANATOMICALLY ACCURATE BIOACTIVE PROTHESES**

described in the application filed with the United States Patent and Trademark Office on May 18, 2000 as Serial No. 09/574,146. This application claims priority under 35 U.S.C §119 (e) from United States provisional Patent Application Serial No. 60/182,825 filed February 16, 2000 and United States provisional Patent Application Serial No. 60/135,009 filed May 20, 1999.

WHEREAS the Trustees of Boston University a corporation duly organized and existing under the laws of Massachusetts and having a place of business at 147 Bay State Road, Boston, Massachusetts for the benefit of itself, its successors and assigns, all inclusively hereinafter referred to as the Assignee, is desirous of acquiring the entire right, title and interest in and to the said invention, the said application, all inventions disclosed in said application and any and all Letters Patent of the United States and of all other countries which may be granted for the said invention or inventions, or any of them;

NOW, THEREFORE, for good and valuable consideration provided by said Assignee, the receipt whereof is hereby acknowledged, we do hereby sell, assign and transfer to the said Assignee the entire right, title and interest in and to the said invention, inventions and application, including all priority rights arising therefrom, all inventions disclosed in said application, and any and all Letters Patent of the United States, and of all other countries, together with the right to apply for such Letters Patent, which may be granted for the said invention, inventions or any of them,

TO HAVE, HOLD AND ENJOY the said invention, the said application, and the said Letters Patent, to said

### **TRUSTEES OF BOSTON UNIVERSITY**

its successors and assigns, to its and their own use and behoof to the full end of the term or terms for which the said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

AND we hereby authorize and request the Commissioner of Patents of the United States and the appropriate officers of all foreign patent offices to issue any and all Letters Patent which may be granted on the said application or applications above referred to, or for the said invention, or any of them, to the said Assignee in accordance with the terms of this instrument.

AND we hereby agree to execute and sign without further consideration any other legal document and any other assignments and any divisional, continuing, renewal, reissue or other application in and for all patents that may be appropriate and may be deemed necessary by the Assignee fully to secure to said Assignee its interests as aforesaid in and to the said invention or any part thereof and in and to the said patents or any of them.

AND we further covenant and agree that we will at any time upon request communicate to the said Assignee, its successors, assigns or other legal representatives, any facts known to us relating to the said invention and any patent that may be granted thereon, and will testify as to the same in any interference or litigation when requested to do so.

AND we hereby covenant for ourselves and our legal representatives that we have not hitherto assigned or granted any license to make, use or sell said invention, and that we will not henceforth purport to assign, license or execute any instrument to that effect in conflict with this assignment.

7/31/2000  
Date

Russell A. Giordano  
Russell A. Giordano

7/31/2000  
Date

Benjamin M. Wu  
Benjamin M. Wu